DIVISION OF PURCHASES AND SUPPLY P. O. BOX 1199 RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL

1.

| 2. | COMMODITY NAME | · · · · · · · · · · · · · · · · · · · | |
|-----|---|---|--|
| 3. | CONTRACT NUMBER | 5050-50-AF-A | |
| 4. | CONTRACT PERIOD | July 16, 2004 through September 15, 2005 | |
| 5. | SUPERSEDES | | |
| 6. | AUTHORIZED USERS | <u> </u> | |
| 7. | CONTRACTORS' FEIN NUMBER | | |
| 8. | CONTRACTOR | | |
| 9. | CONTRACTORS' PHONE NUMBER | | |
| 10. | TERMS | Net 30 | |
| 11. | DELIVERY | | |
| 12. | F.O.B | Richmond, Virginia | |
| 13. | PRICES AND OPTIONS | See Attached | |
| 14. | FOR FURTHER CONTRACT INFORMATION CONTACT: | Joe Dagra, VCO Phone (804) 786-3858 E-mail: <u>idagra@dgs.state.va.us</u> | |
| 15. | ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps . | | |
| 16. | NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual. | | |
| 17. | Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. | | |
| | J 06 | e Dagra | |

JOE DAGRA / Fleet Contract Officer

INSTRUCTIONS

- 1. Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as Eva. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in Eva executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through Eva.
- 2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
- 3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website www.dgs.state.va.us (Click on DPS icon, click on DPS forms).
- 4. Renewals. Three (4) one year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
- 5. Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
- 6. This contract was bid by the vendor with the understanding that the dealer is not required to maintain an inventory of vehicles for this contract. The dealer factory orders the vehicles. Thus, purchasers are encouraged to order vehicles early in the contract cycle. The buildout date is the last date that a dealer can order a vehicle. This date is some times adjusted by the manufacturer due to production changes. Please check the buildout date before ordering.
- 7. If you need to cancel an order, cancel it early in the process. After a vehicle has been on order for a short time, (usually about 10 days), the manufacturer will not accept a cancellation.

Specifications

INTERIOR

Small SUV, Ford Explorer XLS 4 X 2 FFV, 4-DOOR

Vehicle Contract # 5050-50AF-A

Order Cut Off Date - May 1, 2005

I. NEW FOR 2005

- Black G-Gloss (molded-in-color) replaces Medium Dark Platinum on bumpers, molding and grille.

EXTERIOR COLORS

- Advance Trac w/ roll Stability Control.
- Limited Slip Rear Axle **DISCONTINUED** for 2005
- Aspen Green Color Deleted

| | | Medium |
|---------------------------------------|----------|-----------|
| | Graphite | Parchment |
| - Dark Pearl Blue Clear coat Metallic | X | X |
| - Red Fire Clear coat Metallic | x | X |
| - Pueblo Gold Clear coat Metallic | X | |
| - Silver Birch Clear coat Metallic | X | Χ |
| - Dark Stone Clear coat Metallic | | X |
| - Mineral Grey Clear coat Metallic | X | X |
| - Black Clear coat | X | X |
| - Vibrant White Clear coat | | |
| | X | X |

II. Virginia State Requirements

Commonwealth of Virginia Department of General Services Division of Purchases & Supply

Price Sheet

Contract No. 5050-50-AF-A

Ford Explorer XLS, Small SUV FFV, 2005

Built-Out Date: May 1, 2005

- Order cut-off date is subject to change based on amount of orders received by Ford Motor Company.
- Base Configuration: Vehicle shall be equipped with all manufacturer standard features for this
 model as described in the attached Ford Corporation Literature. Base vehicle shall include 5speed automatic transmission with Overdrive and side curtain airbags.

| Item 1 | 4 X 2 Base Price of Vehicle as equipped above | \$ 20, 765.00/EA. | |
|--------|--|-------------------|--|
| | Options | | |
| Item 2 | Trailer Towing Package, Class III/IV | \$ 145.00/EA. | |
| Item 3 | Front Frame Mounted Tow Hooks. Part # IL2Z171N808-BA | \$ 131.00/EA. | |
| Item 4 | Shop Manual | \$ 165.00/ EA. | |

The only options which are available for purchase without the express consent of DPS are those listed on the pricing schedule.

Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspection Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.

New vehicle preparation must be performed by dealer prior to delivery.

Manufacturer's Standard Warranty

36 Months / 36,000 Miles / Parts and Labor Pre-Delivery Inspection is no Additional Charge

TAXES: No Federal Tax is to be included in bid, including tires. Tax Exemption Registration number will be furnished.

LICENSE: Thirty day license tags shall be furnished with the vehicle.

TITLE PAPERS: All papers for titling purposes shall be delivered with the vehicle.

DELIVERY: Vehicles shall be delivered to the various state agencies, cities, counties, towns, and political subdivisions throughout the State as required. For bidding purposes only, quote delivery to 805 E. Broad Street, Richmond, Va. 23219. (If your mailing address is Richmond, VA delivery charges are included in the base price of vehicle). The ordering entity will pay 60 cents per mile for mileage in excess of the distance from the dealer's location to 805 E. Broad Street, Richmond, Va. 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 805 E. Broad Street. Mileage will be determined based on Yahoo.com, (map, driving direction). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:15 A.M. and 4:30 P.M., Monday through Friday, except holiday.